

General Terms of Sale and Delivery – KLINGELE -

for Klingele Paper & Packaging SE & Co. KG, Klingele Paper Weener SE & Co. KG
Klingele Paper & Packaging Werne SE & Co. KG, Norpack Verpackungsgesellschaft mbH

Date May 2023

Section 1 Scope of validity

- (1) These “*General Terms of Sale and Delivery*” apply to all contracts (hereinafter referred to as “contract” or “contracts”) entered into by Klingele Paper & Packaging SE & Co. KG, Klingele Paper Weener SE & Co. KG, Klingele Paper & Packaging Werne SE & Co. KG and Norpack Verpackungsgesellschaft mbH (hereinafter referred to as “we”) with companies as defined in Section 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law (hereinafter referred to as “customer(s)”), and in particular apply to contracts governing the sale and/or delivery of paper products, corrugated cardboard, corrugated cardboard products and other goods (hereinafter referred to as “goods”) and the services provided in connection with this (hereinafter referred to as “services”). The General Terms of Sale and Delivery do not apply to consumers as defined in Section 13 of the German Civil Code (BGB). We hereby expressly reject the validity of any terms and conditions of purchase or other terms and conditions used by the customer; these will not become part of the contract even if we execute the contracts without reservation in the knowledge that the customer’s terms and conditions of purchase or other terms and conditions conflict with or deviate from these General Terms of Sale and Delivery.
- (2) Deviations from and additions to these General Terms of Sale and Delivery will only be valid with express written confirmation and will only apply to the corresponding contract for which they were agreed.
- (3) Our General Terms of Sale and Delivery will also apply as a framework agreement for future offers and contracts for the sale and/or delivery of movable goods with the same customer without us having to refer to them again in each individual case.
- (2) For all corrugated cardboard products, the internal dimension (length x width x height) is given exclusively in millimetres, unless otherwise agreed.
- (3) We are entitled to modify the goods insofar as such modification is deemed to be reasonable for the customer. Reasonable modifications are, in particular, minor and customary changes to goods, providing that their function is not affected. The customer is entitled to prove special circumstances that justify a different assessment of the individual case.
- (4) We are entitled to deliver goods with deviations from the quality agreement insofar as such deviations are deemed to be reasonable for the customer. Reasonable deviations are, in particular, those customary in the industry or technically unavoidable, providing the function of the goods is not affected.
- (5) Concerning the delivery of corrugated cardboard packaging, the assessment of deviations that are customary in the industry or technically unavoidable shall be made based on the version of the “*Test Catalogue for Corrugated Cardboard Packaging*” valid at the time of contract conclusion, published by the Verband der Wellpappen-Industrie e.V., Hilpertstraße 22, 64295 Darmstadt, which can be viewed on its website and which is to be provided to the customer by us upon request. The defect tolerances, defect classifications and provisions for random samples customary in the industry in accordance with the “*Test Catalogue for Corrugated Cardboard Packaging*” will thus apply to the contracts concerned.
- (6) For deliveries of corrugated cardboard packaging, deviations of up to +/- 8% in weight are deemed customary in the industry and thus reasonable, provided that the function of the goods is not affected.

Section 2 Offers, contract conclusion, amendments and deviations

- (1) Our offers are always non-binding and subject to change. A goods order placed by the customer is considered as a binding offer of contract. A contract is only concluded when we confirm the order or provide the contractual service within this period. Unless otherwise specified in the order, we are entitled to accept this order within 14 calendar days of its receipt by us. The contract will be concluded in accordance with our order confirmation unless objected to by the customer within five (5) calendar days.
- (7) For deliveries of corrugated cardboard packaging, excess or short deliveries in the following goods quantities in accordance with the contract are deemed to be customary in the industry and thus reasonable:

Up to 500 pcs.	25% excess or short delivery,
Up to 1,000 pcs.	20% excess or short delivery,
Up to 5,000 pcs.	15% excess or short delivery,
Over 5,000 pcs.	10% excess or short delivery.

The actual quantity of delivered goods is used as a basis for the calculation in each case.
- (8) Minor deviations in the sizing, smoothness, light-fastness and purity of the paper, gluing, stitching, colour and printing are deemed as customary in the industry and thus reasonable for deliveries of

corrugated cardboard packaging, provided that the function of the goods is not affected.

- (9) Minor deviations in the dimensions which may occur due to the nature of corrugated cardboard and its processing are deemed as customary in the industry and thus reasonable, provided that the function of the goods is not affected. The deviations in dimensions which are deemed as customary in the industry and thus reasonable result in particular from the “*Test Catalogue for Corrugated Cardboard Packaging*” issued by the Verband der Wellpappen-Industrie e.V. in accordance with Section 2 ((4).
- (10) In particular, it is deemed customary in the industry and thus reasonable for paper deliveries
- when the substance, in other words the grammage of the paper per m², does not exceed or fall short of the weight specified in the contract by more than 5% at an atmospheric moisture content of 50%
 - when the dimensions of the roll widths do not deviate from the order dimensions by more than +/- 0.5 cm.
- (11) In case of bottlenecks, we are entitled to change the type of paper supplied, provided that the function of the goods is not affected.

Section 3 Provision of services

Insofar as we provide separate services in accordance with a customer contract, in particular technical advice, laboratory tests or other laboratory activities, development activities or similar services, the “*General Terms of Service of Klingele Paper & Packaging SE & Co. KG*” will apply in addition.

Section 4 Prices, terms of payment and default of payment

- (1) Unless otherwise agreed in writing, our current prices at the time of contract conclusion always apply. Unless otherwise agreed in writing, all prices are exclusive of packaging, the applicable statutory VAT and other taxes, customs duties, levies and charges.
- (2) Our prices are based on the currently valid raw material, production and ancillary production costs. We reserve the right to change prices accordingly if, after contract conclusion, there is a reduction or increase in costs, in particular due to collective wage agreements, changes in material and energy prices or changes in transport costs, provided that contract fulfilment is not expected within four months of contract conclusion. We will provide evidence of cost increases to the customer upon request. If we agree to a price adjustment regulation with the customer in a specific case, this will have priority.
- (3) Unless otherwise agreed in writing, invoices are due for payment in full within 30 calendar days after delivery and receipt of the invoice by the customer.
- (4) In the event of a default of payment by the customer and after the unsuccessful expiry of a reasonable grace period, we will be entitled to make any outstanding deliveries only against payment of the

purchase price for said deliveries or to make them dependent on the provision of a reasonable security. Our statutory rights of retention remain unaffected.

- (5) Unless otherwise agreed in writing, bills of exchange and cheques are not permitted as payment methods.
- (6) Even if a notice of defects has been issued, the customer may only exercise rights of offsetting or retention if their counterclaims have been legally established, are undisputed or are reciprocal (synallagmatic) to the main claim so that in the event of defects in the goods, the customer's counterclaims remain unaffected, in particular in accordance with, Section 11, Para. 8, Sentence 2 of these General Terms of Sale and Delivery. This also applies to any rights arising from Section 369 of the German Commercial Code (HGB).
- (7) If, after contract conclusion, a significant deterioration or change in the financial circumstances of the customer jeopardises our claim to the counter-performance, or if the customer was already in such a situation at the time of contract conclusion, but this information only became known to us afterwards, we are entitled to refuse the provision of our service until the counter-performance has been fulfilled. In particular, a significant deterioration is to be assumed in the case of compulsory enforcement measures against the customer, rejection of a key loan and the presentation of bounced cheques and bill protests. In such cases, we are entitled to give the customer a reasonable deadline for the counter-performance or a corresponding security in return for our service. If the counter-performance or security is not provided, we are entitled to withdraw from the contract. Our other rights remain unaffected.

- (8) The statutory provisions apply to interest on arrears and late payments.
- (9) We are fully entitled to assign our claims against the customer.

Section 5 Ancillary services

- (1) A separate fee will be charged for ancillary services provided in connection with the delivery of goods. In coordination with us, particularly the following additional ancillary services may be contractually agreed upon with the customer:
- customer-specific pallet note with special programming instead of our standard pallet note;
 - printing quality that differs from our standard printing process;
 - delivery using a special vehicle;
 - express delivery;
 - delivery with waiting times instead of delivery at a specifically agreed time without waiting times for us;
 - goods storage on our premises and
 - express goods availability.
- (2) The selected ancillary service(s) will be included in the order confirmation along with details of the specific costs to be incurred. The provisions of these General

Terms of Sale and Delivery also apply to these ancillary services.

Section 6 Delivery dates and service schedules

- (1) Delivery dates and service schedules are only binding if we have expressly agreed to them in writing. The commencement of the delivery period stated by us requires all technical queries to have been clarified between the contractual partners.
- (2) Delivery dates and service schedules will be extended accordingly if the customer fails to fulfil their duties to cooperate in good time or if they request changes to the goods. In particular, the customer is responsible for sending us all documents, information, samples, specimens and other information and items to be provided in good time and in the correct format.
- (3) Adherence to delivery dates and service schedules is subject to the condition that we are supplied correctly and on time by our suppliers. We will notify the customer of any emerging delays as soon as possible.

Section 7 Force majeure

- (1) External circumstances that have no operational connection and cannot be averted even by exercising the utmost care that could reasonably be expected (hereinafter referred to as “force majeure”), in particular floods, earthquakes and other natural disasters, epidemics, pandemics, war, unrest, strikes, embargoes and other official measures or restrictions, will release the contractual partners from their performance obligations for the duration of the disruption and to the extent of its effect. We are also released from our service provision obligation if one of our suppliers is prevented from providing their services to us and thus impedes us from providing our services to the customer.
- (2) Force majeure also exists in the event of an insufficient supply of materials or energy or a lack of transport, insofar as this occurs despite exercising the utmost care that could reasonably be expected.
- (3) The contractual partner who is prevented from providing their services due to force majeure must (i) inform the other contractual partner in writing of the occurrence of the force majeure without undue delay and provide regular updates on the anticipated effects thereof, (ii) take all reasonable measures to prevent and end the hindrance to the service provision and (iii) take all reasonable measures to mitigate the consequences of the force majeure for the other contractual partner.
- (4) If the events that release the contractual partner from the obligation to provide their services persist for more than eight (8) weeks or if such events are expected to continue for more than eight (8) weeks, the corresponding beneficiary will be entitled to withdraw from the contract affected by said event. If the contract is a continuing obligation, the corresponding beneficiary will be entitled to extraordinary termination accordingly.

Section 8 Delivery and transfer of risk

- (1) Deliveries will be made EXW at our premises (INCOTERMS 2020) as specified in the order confirmation, unless otherwise agreed in text form.

- (2) Partial deliveries are permitted if deemed reasonable for the customer.
- (3) If shipment by us has been agreed, we will deliver the goods to the destination specified by the customer. We are entitled to determine the type of delivery (in particular the transport company and delivery route) and the packaging at our due discretion. A contractual agreement may be made with customer to deliver the goods using a special vehicle.
- (4) If delivery by us has been agreed, the customer must ensure the timely provision of qualified personnel and all technical equipment required (e.g. forklift) for unloading. The customer must ensure that the transport vehicle can drive directly to the unloading site to ensure prompt unloading. If these conditions are not met, the customer is responsible for any additional expenses or damage incurred. A contractual agreement may be reached with the customer to carry out delivery with a waiting time for an additional charge.
- (5) If the customer culpably breaches their duties to cooperate and the delivery of goods is in default as a result, or if they are in default of acceptance, the customer is responsible for any additional expenses incurred. These include, in particular, storage costs of at least 3% of the net invoice amount of the corresponding goods for each month or part thereof as well as other damage incurred. We reserve the right to assert additional claims.
- (6) In the event of a default in acceptance or a delivery delay for which the customer is responsible (e.g. culpable violation of duty to cooperate), the risk of accidental loss and accidental deterioration of the goods will be passed on to the customer.
- (7) Pallets supplied by us will remain our property and must be returned to us by the customer either in kind or in the form of pallets of the same type, quality and quantity. If the customer returns pallets of the same type, quality and quantity, they must transfer ownership thereof to us. If no such return is made despite the establishment of a deadline, the customer must reimburse us for the replacement price of the corresponding number of pallets.

Section 9 Default of delivery

- (1) In the event of a default of delivery, we will be liable in accordance with the statutory provisions insofar as the contract is exceptionally a fixed transaction or the customer's interest in the further fulfilment of the contract has ceased to exist. In this case, our liability will be limited to the foreseeable damage typical for the contract, provided that we are not guilty of wilful intent and there is no injury to life, limb or health.
- (2) In the event of a default of delivery, the customer may also demand, in addition to the service provision, compensation for any damage caused by the default. However, this claim for damages in addition to service

provision is limited to 0.5% of the net invoice amount for the corresponding delivery per full week of default up to a maximum of 5% of the net invoice amount of the corresponding delivery, provided that we are not guilty of wilful intent or gross negligence and there is no injury to life, limb or health. The customer's right to withdraw from the contract after expiry of the reasonable grace period and/or to claim damages for non-performance as per Section 15 remains unaffected.

- (3) Upon our request, the customer must declare within a reasonable amount of time whether they wish to withdraw from the contract due to a default of delivery and/or claim damages in place of service provision, or whether they wish to continue with delivery.

Section 10 Retention of title

- (1) We reserve ownership of the delivered goods (hereinafter referred to as "reserved goods") until full payment of all of our present and future claims arising from this contract and our ongoing business relationship (secured claims).
- (2) The reserved goods may not be pledged or assigned as security. In the event of seizure or other interventions by third parties in the reserved goods, the customer must notify us immediately in writing in order to enable us to initiate third-party proceedings in accordance with Section 771 of the German Code of Civil Procedure (ZPO) and take other measures to protect the ownership of the reserved goods. The customer must support us to secure and enforce our ownership rights. Insofar as the third party is not able to reimburse the court or out-of-court costs incurred by us for proceedings in accordance with Section 771 of the German Code of Civil Procedure (ZPO), the customer will be liable for any loss incurred by us.
- (3) If the reserved goods are combined or inseparably mixed with other items that do not belong to us, we will acquire co-ownership of the new item in the ratio of the reserved goods (final invoice amount including VAT) to the other combined or mixed items at the time of combining or mixing. If the combination or mixing is carried out in such a way that one of the customer's items is to be considered as the main item, it is hereby agreed that the customer will transfer co-ownership of the new item in the ratio of the value of the reserved goods (final invoice amount including VAT) to the other combined or mixed items at the time of combining or mixing to us. We hereby accept the transfer of co-ownership.
- (4) If the reserved goods are combined or inseparably mixed with other movable items that do not belong to us and if the combination or mixing is carried out in such a way that an item pertaining to a third party is to be regarded as the main item, the customer hereby assigns their claim to remuneration for the combination or mixing, together with all ancillary rights, to us, but only in the ratio of the value of the reserved goods (final invoice amount including VAT) to any other items also combined or mixed with the main item at the time of combining or mixing. We hereby accept this assignment.
- (5) If the reserved goods are processed or transformed by the customer, such processing will always be understood to be carried out on our behalf and for our account as manufacturer and that we directly acquire ownership, or – if processing or transformation is carried out using materials from several owners or if the value of the newly created item is higher than the value of the reserved goods – co-ownership of the newly created item in the ratio of the reserved goods (final invoice amount including VAT) to the value of this newly created item. If, for any reason, we do not acquire such ownership or co-ownership, the customer hereby assigns to us its future ownership or co-ownership (in the above-stipulated ratio) of the newly created item as a security; we hereby accept this assignment.
- (6) The customer will keep the reserved goods, to which we are entitled to sole or co-ownership, for us free of charge. The customer must treat the reserved goods with care; in particular, they must insure them at replacement value and at their own expense against fire, water and theft.
- (7) The customer is entitled to sell the reserved goods in the ordinary course of business. The customer hereby assigns to us all claims, including current account balance claims, from the resale of the reserved goods, regardless of whether or not they are processed, combined or mixed, in the amount of our contractual claim to the product. We hereby accept this assignment. The customer is revocably entitled to collect the assigned claims. Our right to collect the claims remains unaffected. We will not collect the claims ourselves or revoke authorisation to collect, insofar as the customer meets their obligations and is not in default of payment. If there is a justified reason, the customer is obliged, at our request, to notify their customer of this assignment and to provide us with the information and documents required to assert our rights.
- (8) In the event of default of payment, the customer must return the reserved goods even if we do not withdraw from the underlying contract.

Section 11 Material defects

- (1) Insofar as is feasible in the ordinary course of business, the customer must inspect the goods immediately upon receipt and must notify us in text form (e.g. by fax, letter or email) of any defects detected in such an inspection no later than five (5) working days after delivery. The customer must provide notification of any defects that were not detected in the course of a proper incoming goods inspection in text form (e.g. by fax, letter or email) without undue delay, but no later than three (3) working days after their discovery. Otherwise, the delivered goods will be deemed to have been accepted, unless the defect was fraudulently concealed by us. Working days within the meaning of this paragraph are Monday to Friday, excluding public holidays at the customer's registered office.
- (2) If a shipment by us has been agreed and the delivery is incomplete or has external transport damage, the customer must immediately notify the transport company upon delivery. The customer must notify the transport company in text form (e.g. by fax, letter or

email) of any transport damage that is not visible externally within seven (7) calendar days of delivery of the goods. In all cases, the customer must inform us of the transport damage in text form (e.g. by fax, letter or email) immediately after its discovery.

- (3) Unless agreed otherwise, the contractually owed quality of the goods is exclusively derived from the agreed product specification (e.g. product quality in accordance with our order confirmation). The suitability of the goods for a specific purpose is not agreed, unless we expressly make a deviating arrangement with the customer. The owed quality of the goods does not result from objective requirements such as suitability for the standard use or the properties deemed customary for items of the same type.
- (4) Concerning the delivery of packaging made of corrugated cardboard, the provisions of the *“Test Catalogue for Corrugated Cardboard Packaging”* in accordance with Section 2 (4) will apply to the contracts concerned and thus in particular the defect tolerances, defect classifications, specifications for packaging material characteristics, processing characteristics and provisions for random samples specified therein that are customary in the industry. Insofar as the properties of the goods are within the fault tolerance specified in the *“Test Catalogue for Corrugated Cardboard Packaging”* in accordance with Section 2 (4), no material defect is present.
- (5) Properties of samples and specimens are only binding if they have been expressly agreed as the quality of the goods. This agreement must be in writing and signed. Details of quality and durability, along with other details, are only guarantees if expressly agreed and designated as such. Such a guarantee requires written confirmation by our management.
- (6) In the event of a material defect, we will be entitled to carry out supplementary performance within a reasonable grace period set by the customer. We may choose the type of supplementary performance. The customer must return any replaced goods to us. The customer is entitled to withdraw from the contract or to reduce the purchase price if the supplementary performance fails, is deemed unreasonable for the customer, is refused by us or is not executed within a reasonable period as specified by the customer. Withdrawal is not permitted in the case of minor defects.
- (7) In the event of supplementary performance, we are obliged to meet all costs required for the purpose of the supplementary performance insofar as these are not increased by moving the defective goods to another location other than the place of performance, unless the change of location is in accordance with the agreed use of the goods.
- (8) At our request, the customer must send us the rejected goods for inspection. If the goods are indeed defective, we will meet the transport costs in accordance with Section 11 (5). If the goods are not defective, the customer will meet the transport costs

as well as all other costs incurred as a result of the unjustified complaint.

- (9) If the customer installs the goods in or attaches them to another item, supplementary performance does not include (i) the removal of the defective goods, (ii) the reinstallation of the non-defective goods, (iii) the removal of the defective goods or (iv) the reattachment of the non-defective goods. In this case, dismantling and installation costs as well as removal and attachment costs are not understood as supplementary performance costs and will not be met by us within the scope of supplementary performance.
- (10) We are entitled to make the supplementary performance dependent on the customer paying the price due. However, the customer is entitled to retain part of the price as deemed reasonable in relation to the defect.
- (11) Claims for defects are not permitted where the condition of the goods has deteriorated due to
 - unsuitable or incorrect storage,
 - unsuitable or incorrect transport,
 - the use of unsuitable operating materials,
 - improper modification of the goods or
 - other erroneous or improper use or treatment of the goods
 by the customer. Improper use or treatment of the goods will be deemed to have occurred in particular if the customer ignores our instructions on proper use or storage.
- (12) In addition, no claims for defects exist if a deterioration of the goods results from a change in the goods that is typical for the type and functioning of the goods (e.g. wear and tear that is typical for the product).
- (13) The customer will only have a right of recourse against us in accordance with Section 445a of the German Civil Code (BGB) insofar as the end customer is a consumer or we are responsible for the defect.
- (14) The customer will only be entitled to claim damages in accordance with the mandatory statutory provisions and the provisions stipulated below in Section 15.

Section 12 Defects of title

- (1) Insofar as third-party rights prevent the contractual use of the goods, the customer must notify us immediately in writing of the assertion of such third-party rights and grant us all powers of attorney and authorisations necessary to defend the goods against the asserted third-party rights at our own expense.
- (2) If third-party rights prevent the contractual use of the goods, we will, at our discretion, take appropriate measures to eliminate the third-party rights or their assertion, procure the rights of use for the customer from the third party at our own expense or replace the goods so that they no longer infringe the rights of third parties if and insofar as this does not affect the contractual conformity of the goods.

- (3) The customer is entitled to withdraw from the contract or reduce the purchase price if the supplementary performance as stipulated in Section 12 (2) is deemed unreasonable for the customer, is refused by us or we do not comply with the request for supplementary performance within a reasonable period set by the customer. In case of a minor impairment of the contractual use of the goods, withdrawal is excluded.
- (4) Claims for infringement of industrial property rights or copyrights of third parties are excluded if said infringement is based on an instruction from the customer, an unauthorized change or the non-contractual use of the goods by the customer.
- (5) A claim for damages in accordance with the statutory regulations and the stipulations of Section 15 only exists if we were or should have been aware of the conflicting third-party rights.

Section 13 Ownership of production equipment, customer property rights

- (1) We reserve all ownership rights and copyrights to templates, drafts, illustrations, drawings, samples, calculations, files and documents. The customer may not make them accessible to third parties without our prior written consent. This applies in particular to files and documents that are marked as confidential. Documents such as samples, brochures, catalogues, illustrations, drawings, weight and dimension specifications are only approximate unless we expressly declare them as binding in writing.
- (2) We reserve all ownership and property rights to printing plates, lithographs, copy templates, clichés, matrices, embossing plates, die-cutting tools, die-cut contours, printing cylinders and other production equipment and pallets (hereinafter referred to as “production equipment”), unless we have made a written agreement to the contrary with the customer. We are not obliged to transfer ownership of or issue production equipment to the customer.
- (3) If we have to manufacture production equipment for the production of goods, the customer must contribute to the manufacturing costs in accordance with the provisions in the contract. Even if the customer contributes to the manufacturing costs, we are not obliged to transfer ownership of or issue the production equipment, unless otherwise agreed with the customer in writing and signed. In this case, we are entitled to dispose of production equipment if the customer does not purchase any goods from us for which the corresponding production equipment was manufactured or intended within a period of at least two (2) years.
- (4) The customer is solely responsible for compliance with copyrights and other property rights (i) with regard to the customer’s specification of the characteristics of the goods and (ii) with regard to its other specifications. Insofar as we are contractually required to print a trademark specified by the customer on the goods, the customer guarantees that they are entitled to use said trademark and to grant us the right to print it. At our request, the customer must provide us with proof that

they are entitled to use the trademark and grant us the right to print it. If the trademark printing specified by the customer gives rise to a third-party claim against us, the customer will indemnify us against said claim as well as compensate us for all other damage caused by this breach of duty. This does not apply if the customer is not responsible for the breach of duty.

- (5) We are not obliged to examine copyrights or other property rights pertaining to the customer or to examine any objects provided by the customer.

Section 14 Limitation of claims for defects

- (1) Claims for material defects or defects of title will expire twelve (12) months after delivery of the goods to the customer. This does not apply to any claims covered in Section 15, in which case, the statutory limitation provision applies.
- (2) Claims within the scope of recourse as per Sections 445a and 445b of the German Civil Code (BGB) in connection with Section 478 of the BGB will expire twelve (12) months after the delivery of goods to the customer. This does not apply (i) if the end customer is a consumer, (ii) if we are responsible for the defect or (iii) for any claims stipulated in Section 15 that result in the application of statutory limitation provisions in cases (i) to (iii).

Section 15 Liability

- (1) We are liable without limitation in the event of culpable injury to life, limb or health by us, our legal representatives or vicarious agents.
- (2) We are liable for our own intent and gross negligence as well as for intent and gross negligence on the part of our legal representatives and vicarious agents. If, however, we or our legal representatives and vicarious agents are not guilty of intent and there is no case as per Section 15 (1), liability is limited to the foreseeable damage that is typical for the contract.
- (3) We are also liable in the event that we, our legal representatives or vicarious agents commit a culpable breach of such duties, the fulfilment of which is essential for the execution of the contract and on the observance of which the customer regularly relies and may rely on. If, however, we, our legal representatives and vicarious agents are not guilty of intent and there is no case as per Section 15 (1), liability is limited to the foreseeable damage typical for the contract.
- (4) We are also liable in the event of the fraudulent concealment of a defect or the assumption of a guarantee. In the latter case, the extent of liability will be determined by the guarantee declaration. We are also liable in cases of mandatory statutory liability, for example under the German Product Liability Act (ProdHaftG).
- (5) In all other respects, irrespective of legal grounds, our liability is excluded unless otherwise declared in these General Terms of Sale and Delivery.
- (6) Insofar as our liability is excluded or limited in accordance with the provisions above, this will also apply to the personal liability of our organs, legal

representatives, employees, staff and vicarious agents.

- (7) The customer will inform and consult us immediately and comprehensively if they intend to make a claim against us in accordance with the above-mentioned regulations. The customer must immediately give us the opportunity to investigate the case of damage.

Section 16 Choice of law and place of jurisdiction

- (1) These General Terms of Sale and Delivery are subject to the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- (2) The courts that have jurisdiction at our registered office will have exclusive jurisdiction for all disputes concerning the rights and obligations that arise from these General Terms of Sale and Delivery and the contracts, including their validity. However, we are entitled to sue the customer at their general place of jurisdiction.

Section 17 Other provisions

- (1) The customer is not entitled to assign rights or claims from the contract to third parties without our prior written consent.
- (2) Text form within the meaning of these General Terms of Sale and Delivery corresponds to the text form as per Section 126b of the German Civil Code (BGB) (e.g. letter, email and fax).
- (3) Any amendments and additions to these General Terms of Sale and Delivery must be in writing and signed to be effective. This also applies to changes to the written form clause.
- (4) The ineffectiveness or non-enforceability of one or more provisions of these General Terms of Sale and Delivery will not affect the validity of its remaining provisions. This also applies in the event that these General Terms of Sale and Delivery do not contain a provision that is necessary in itself. The contractual partners will replace the ineffective or non-enforceable provision with a legally permissible and enforceable one that comes as close as possible to the meaning and purpose of the ineffective or unenforceable provision. If these General Terms of Sale and Delivery are incomplete, the contractual partners will reach an agreement with the content upon which they would have agreed within the meaning of these General Terms of Sale and Delivery if the loophole had been known to them at the time of contract conclusion.